App. F. IX-4

1935.
(law)

File No. 231-

Previous References

Serial Nos. 1-7

PRESERVED

Later References
Law 1236(1-4)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 2

Part B for June 1936

SUBJECT.

Legal opinion on the interpretation of clause (2) of the agreement between Supdt. B.P.L. Bangalore and the Managing Agents, Minerva Mills. re: supply of power

To The Chief Electrical Engineer

No.P 3547 dy 25-6-36

Forwards copy of the legal opinion in the matter.

Serial No.

From,

The Ch. Sl. Engr.

no. 15207 d 8th June 1936 enclosing Copies of Correspondence between the Supt. P.W.D. Store and the managing Agents of the Minerva Mills, Bgl. and soliciting legal opinion on the interpretation of Cl (2) of the agreement re: payment of monthly minimum charges.

1) Under Cl (2) of the agreement the Mills have agreed to pay for the power supplied subject to the condition that "they do not in any way reduce the present Consumption of day power utilised by the Consumer between 6 A.M and 7 P.M. which is fixed at an average of 200,000 units on the basis of 25 working days in the month and in case the average Consumption for month per day load work[ed] fall short below the prescribed number of unit they will pay for 200,000 units on the minimum Calculated on the basis of 80% of the load factor. This reduces the minimum for every month to 200,000 units. The view taken by the Ch. Sl. Engr. appears to be correct and the Co. Cannot claim any reduction on the score that the Mills have worked for [illegible] working days.

Submitted for orders.

NOTE—Contn. Sheet.

2) Under Clause (2) of the Agreement which is only in respect of supply of Power during night, a Condition is made that the Mills do not in any way reduce their present Consumption of "Day Power." This is fixed "at an average of 200,000 units on the basis of 25 working days in the month" and it is also agreed that "in case the average Consumption per month per day load were to fall short below the prescribed number of units, the Mills will pay for 200,000 units or the minimum calculated on the basis of 50% of the load factor, whichever is higher."

It is said that the minimum calculated on the basis of load fa in this case is not high

3) In the month of april 1936, there were only 24½ working days and the total Consumption of day power during this month was 197,600 units only. The Mills claim that they have to be charged only for the actual Consumption during the day and not on the monthly average of 200,000 fixed under Clause 2 and the ground urged is the fact of there being only 24½ working days instead of 25 in the month of april 1936. They claim as it were a prorata reduction in the monthly minimum whenever the number of working days is less than 25 in a

Serial No.

month. I do not think this contention can be allowed to prevail I careful examinati of clause 2 ~~and~~ of the agreement shows that payment for the monthly minimum fi for day consumption is the condition subject to which the Dept has agreed to supply power during night at rates fixed und clause 5. An average of 25 working days i the month has been taken as the basis for fixing this monthly minimum and the very idea of an average shows that the minimum fixed cannot be made to vary ~~in accordance~~ proportion to the number of working days in the month. The actual number of working days in a month is only relevant for purposes of calculating payment under cl 5 for power supplied during night. ~~and~~ ~~not~~ 4) I am therefore of opinion that the Claim of the Mills for a reduced minimum f. day consumption being made applicable ~~under the~~ Circumstance cannot be conceded ~~to~~. If approved the C. E. E— will be informed accordingly

22 JUNE 1936 589

(Gen Secy) Yes RRL 22/6/36

Dud 23/6

Dept

WD 03591—GPB—30,000—18-7-35

Law File No. 2531 of 193 5. General and Revenue Secretariat

Dft sent:

ISD 24/6 Issue ml 24/6

To,

The Ch. Sec! Govt

No. P. 8547 dt 22.6.36 forwarding

a copy of the legal opinion

7219 p 278

TELEPHONE NO. 345.
IN REPLY REFER TO
No. 15207
ENCLO. Agreement & copies of Correspondence

TELEGRAPHIC ADDRESS:
"GOMED"

CODE USED
BENTLEY'S LIEBER'S
A. B. C. 6th EDITION.
BUSINESS TELEGRAPH CODE

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
Bangalore, 18th June 1936
(MYSORE S. INDIA.)

Law 2[illegible]-5-1

From

MR. F. N. MOWDAWALLA, M.A., B.Sc., M.I.E.E., Mem.A.I.E.E., M.I.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

GENERAL BRANCH
19 JUNE 1936
Law

To

The Secretary to the
Government of Mysore,
LAW DEPARTMENT, Bangalore.

Sir,

Dall 19/6

I have the honor to enclose herewith copies of correspondence between the Superintendent, Power and Lighting, Bangalore, and the Managing Agents of the Minerva Mills, Bangalore, regarding the payment of their monthly charges. The minimum fixed as per clause 2 of the agreement, copy of which is enclosed herewith for ready reference, is 200,000 units. The mills have worked 24½ working days during the month of April and therefore demand a proportionate reduction in the minimum due to the reduced number of working days. As I do not see that such an interpretation can be deduced from the wording of clause 2 of the agreement, I would request you kindly to favour me with your opinion as to whether the claim of the mills can be conceded to.

In this connection I may mention that the Mysore Spinning and Manufacturing Company also have claimed a similar reduction.

An early reply in the matter will be very much appreciated.

I have the honor to be,
Sir,
most obedient servant,
F. N. Mowdawalla
Chief Electrical Engineer.

Between the Government of His Highness the Maharaja of Mysore and The Minerva Mills Ltd., Bangalore for the supply of ELECTRIC POWER during Night between the hours 7 P.M. & 6 A.M.

.....(0).....

AN AGREEMENT made the day between the Government of His Highness the Maharaja of Mysore, represented by the Chief Electrical Engineer, (hereinafter referred to as THE SUPPLIER) of the one part and The Minerva Mills Ltd., Bangalore, which expression shall include its successors and assigns hereinafter referred to as THE CONSUMER on the other part. Whereas the supplier has agreed to supply to the consumer and the consumer has agreed to take during the night hours between 7 P.M. & 6 A.M. from the supplier Electric Power for the purpose of driving the machinery of and lighting the Consumer's Mill at Bangalore (hereinafter referred to as the Mill) for the period and upon the terms and conditions hereinafter provided. Now it is hereby agreed between the parties hereto as follows:-

1. This agreement shall commence from the first of September 1934 and shall continue for a period of 5 (five) years therefrom subject to earlier termination under any of the provisions hereinafter contained.

2. The power supplied under this agreement which for the purpose of this agreement shall be called "NIGHT POWER" shall not be utilised by the Consumer in any manner prejudicial to the Supplier and all usage must be according to such methods or method and in such place or places as shall have been previously approved by the Supplier's Electrical Adviser, and subject to the condition that the said Mills do not in any way reduce the present consumption of "DAY POWER" utilised by the Consumer between 6 A.M. to 7 P.M. which is fixed at an average of 200,000 units on the basis of 25 working days in the month, and in case the average consumption per month per day load were to fall short below the prescribed number of units, the Mills will pay for 200,000 units or the minimum calculated on the basis of 50% of the load factor, whichever is higher.

3. The Electric Power at 2,200 volts, 3 phase, 25 cycles, shall be conducted to and delivered at the Mill at a central point by and at the expense of the Supplier and the Supplier will, at the like expense, lay

fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and a duly certified meter or duly certified meters for measuring the energy supplied.

4. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the line shafts of the different departments of the Mill and the due continuity of such a supply with as little variation of motor speed as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of the cutting off or damage to any wires or works of the Supplier during war,mutiny,riot, or by reason of earth-quake,hurricane or tempestm or of any accident or cause not within the control of the Supplier, provided always that the Supplier will give notice, as early as possible, of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every possible means to make the period of interruption, as short as possible.

5. The Consumer will pay to the Supplier in Bangalore City by monthly payments within two weeks after the bill for the same is rendered for the power supplied at the rate of .36 anna for a Kilo Watt Hour (B.O.T.U) delivered at a central point in the Mill and as registered by the Supplier's recording meter or meters installed for the purpose at such a point subject to a minimum monthly charge calculated on 625 six hundred and twenty five B.O.T.U per night multipli by the number of working ways in the month excluding the holidays as observed by the Mills, provided that the minimum monthly charges shall not apply in the event of a stoppage of work in any department of the Mill from causes beyond the control of the Consumer, such as strikes, lock-outs etc.

6. In consideration of such agreement to pay, the Consumer shall be entitled to use power both for driving the machinery of and for lighting the Mill and the Mill premises and building up to 250 H.P.

7. The regular hours during which the power will be supplied for purposes of this Agreement shall be deemed to be from 7 P.M. to 6 A.M. daily.

8. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance as may be required

by the Consumer in connection with the Electric installation in the Mill,but there shall be no obligation upon the Supplier under this cla·· in the event of any requirements of the Consumer entailing extra expe upon the Government or being calculated to prejudice Government work.

9. Should the Mill entirely cease to work for a period exceeding three consecutive months, the Supplier shall (subject to the next succeeding clause) have power by notice in writing, served at the office of the Consumer in Bangalore to terminate this agreement and upon the service of such notice this agreement shall forthwith terminate accordingly; and from the date of such service of notice the supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

10. In the event of the Mill being so destroyed by fire, tornado, earth-quake or other causes beyond the control of the Consumer as to necessitate complete closing and reconstruction, the Consumer shall be entitled to terminate this Agreement and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Mill being able to continue the same either at once or within a period of six calendar months after the damage has occurred this Agreement shall not be terminated but the provision for minimum payment contained in clause 5 hereof shall not apply during such time as the Mill is BONA FIDE under repairs and the Consumer during such time shall be charged only for energy supplied according to meter readings at the rate herein before provided.

11. Subject to the exceptions specified in Clause 4 hereof and except in the cases provided for in Clause 12 hereof, the Supplier will indemnify the Consumer to the extent hereinafter mentioned against loss in production shown to have arisen from stoppage or irregular or insufficient supply of current due to causes within the control of the Supplier, provided that such stoppage, or irregular or insufficient supply does exceed at any time sixty minutes duration. Such indemnity shall be reckoned as follows:-

> Half annas per pound of yarn and one anna for a pound of cloth,the quantities in each case to be ascertained upon the basis of the returns of the production of the Mills made to the Consumer for the three preceding full working days which returns shall for the purpose,be opened to the free inspection of the Supplier.

12. The Supplier reserves the right to discontinue the supply of

of power for the purpose of testing for a period not exceeding one hour once every month and also at any othertime it if should appear necessary to the Supplier to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. This monthly stoppage may at the option of the Supplier be extended on due notice, to three hours once every three months. No idemnity shall be claimed by the Consumer for such stoppages.

13. The authorised servants of the supplier shall at all reasonable times, without notice, be entitled to enter the Mill premises to read the meters. Any attempts to prevent such entry shall render the Consumer liable to have his supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer. Readings will be taken by a meter inspector or a responsible official selected by the Superintendent, Bangalore Power and Lighting, at 6 A.M. & 7 P.M. every day at the Mill where there is a meter to guage the total consumption until a two-rate meter is installed.

For the purpose of calculation and billing, the power consumed during the hours between 7 P.M. and 6 A.M. will be considered as "NIGHT LOAD" and that consumed between 6 A.M. & 7 P.M. for which a seperate Agreement has been entered into will be considered as a "DAY LOAD" and billed for accordingly.

14. In the event of any dispute or difference arising as to the construction, meaning, or effect of this Agreement or of any clause herein contained or as to the rights, or liabilities of either of the parties under this Agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto: but in the event of such committee not being unanimous, the said question with the reports of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Justice of Mysore for the time being whose decision on such

questions and as to by whom the cost of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the committee or of the Chief Justice, as the case may be, shall be made in Bangalore.

In witness whereof the Government of His Highness the Maharaja of Mysore, have executed this agreement by their proper representatives thereunto duly authorised and have hereunto affixed the seal of the Government of His Highness the Maharaja of Mysore, and the common seal of the Minerva Mills Ltd.,

together with the signature of the General Manager and one of the Directors have also been affixed, to this Agreement on behalf of the Consumer the day and year first above written.

Witness. Signature.

The Common seal of the Minerva Mills Ltd.,
was hereunto affixed pursuant to a resolution of the Board of Directors of the Company at a meeting of the Board held on the
in the presence of

Witness. Director.

General Manager.

Letter No M.T.10135/1 dated 22nd/25th May 1936 from the Superintendent, Bangalore Power and Lighting, to the Managing Agents, Messrs. The Minerva Mills, Ltd., Bangalore City.

A.P.110 - Bill for electric power supplied in April 1936.

Adverting to your letter No M -942/36, dated the 21st instant, on the above subject, we would request you to please arrange to pay up the amount as claimed in the bill, under reference, immediately under protest, pending final decision of the Chief Electrical Engineer, to whom the matter has been referred. The bill is returned herewith.

Hoping for an early compliance.

Copy submitted to the Chief Electrical Engineer to the Government of Mysore, Bangalore, for favour of information in continuation of this office Memo No.10025, dated 20-5-36, together with a copy of the letter received from the Mill Authorities, and soliciting kind instructions as to the correct interpretation of the clause 2 of the agreement.

Sd/- C. R. Gowda.

Superintendent,
Bangalore Power and Lighting.

"COPY"

C S Chidambaram
17/6

Head Clerk,
C. E. E's Office.

(2)

Letter No.M.942/36 dated 21st May 1936 from the Managing Agents, Minerva Mills, Limited, Bangalore, to the Superintendent, Bangalore Power and Lighting, Bangalore.

Re: A.P.110 - Bill for Electric Power supplied in April 1936.

With reference to your letter M.T.10025/4 of 20th May 1936 stating that the above bill is in order for reasons given therein, viz. the minimum has been charged for since the daytime consumption during the month is - less than 2,00,000 units according to clause 2 of the - agreement, we beg to bring to your notice that the minimum of 2,00,000 units is fixed in the said clause of the agreement on the basis of 25 working days in the month. The working days in the month of April 1936 were, as already brought to your notice, only 24½ days. Hence the minimum for the month comes to 1,96,000 units. But as the actual consumption was 1,97,600 units, these are to be charged for.

We shall therefore thank you to kindly revise your bill returned herewith and send us the amended bill.

Sd/- N. S. Sirur,

For Managing Agents.

"COPY"

CO
By ord

17/6

Head Clerk,
C. E. E's Office.

s small discrepancies number you to rapidly raise your
consumption from 1,34,000 units, there are to be charged
for the month comes to 1,56,000 units. But on the next
pronight to your notice, only two days. Hence the unit
extring days in the month of April 1936 here, reference
ment ... were <u>merits of 28 working days</u> in the month. The
cf 1,30,000 units is fixed in the card current of the mi
"Assessor", no dog to bring to your notice that "unit
less than 1,00,000 units consumed", a current of the
for which the daytime consumption exists the month is
reason given therein, viz. the meters not been chang
the Jan 1936 stating that the money sent it an order
received to your letter D.O.1.0.25/4 of
in April 1936.

Ref: "Tariff - Tariff for Electric Power Supplies

Bangalore.

To the Superintendent, Bangalore Power & Lighting
Company Agents, Tin Trade Visits, Limited, Commissioner,
Bangalore.

See No. D.O.1.0.25/36 dated 1st ... from the

Letter No M.T.10025/1 dated 20th May 1936 from the Superintendent, Bangalore Power and Lighting, to the - Managing Agents, Messrs. The Minerva Mills, Bangalore.

A.P.110 - Bill for the supply of electrical energy during the month of April 1936.

With reference to your letter No M-904/36, dated the 15th instant, regarding the above, we wish to state that the above bill has been prepared as per the terms of the agreement and clause 2 thereunder, according to which the day consumption should not be less than 2,00,000 units and in case the day consumption falls below this figure, the Mills will have to pay for 2,00,000 units (as this figure is higher than 50% load factor) in order to avail of the benefit of the reduced rate in respect of the "Night Load" consumption, irrespective of the number of working days in the month. Since the day time consumption during this month is 1,97,600 units only, which is less than the minimum of 2,00,000 units, the minimum has been charged for allowing the concessional rate for night consumption. Hence, the bill is in order.

The bill, under reference, is returned herewith for favour of acceptance and arranging early payment.

Copy submitted to the Chief Electrical Engineer to the Government of Mysore, Bangalore, for favour of information, together with a copy of letter received from the Mill Authorities.

Sd/- C. R. Gowda
Superintendent,
Bangalore Power and Lighting.

CO 1
(By ord

"COPY"

17/6

Head Clerk,
C. E. E's Office,

Letter No.M.904/36 dated 15th May 1936 from the Managing Agents, Minerva Mills, Limited, Bangalore, to the Superintendent, Bangalore Power and Lighting, Bangalore.

Re: RR.Bill No.AP.110 for April 1936.

With reference to your above bill for Rs.7430-7- for power consumed in April 1936 calculating day-powe at 2,00,000 units for 25 working days, we beg to invi your kind reference to our letter No.1004/36 of.5th i stant (copy enclosed) wherein we wrote that the numbe of working days in April 1936 were 24½ only as per list of holidays sent to you, and requesting therefore to have the power bill prepared on the basis of 24½ working days. On this basis, the monthly minimum for day-power in April comes to 1,96,000 whereas the actual consumption is - 1,97,600 units and we are therefore to be charged on this actual consumption. We therefore return herewith your above bill for kindly sending us a revised bill for the power consumption in April 1936.

Sd/- N. S. Sirur,

For Managing Agents.

"COPY"

COP

By order)

Chidambara 17/6

Head Clerk,
C. E. E's Office.

Letter No. 3394/10 dated 25th July 1958 from the
Executive Engineer, Hiriyur Project, Hiriyur,
to the Superintending Engineer, Tungabhadra
Project Circle, Harihar.

Copy of letter No.A.1004/36 dated 5th May 1936 from the Mysore Spinning & Manufacturing Co., Ltd., to the Superintendent, Bangalore - Power and Lighting.

Re: Power Consumption in April 1936.

We beg to bring to your notice that the - Mills (both Mysore Spg: & Mfg; Co. Ld. and Minerva) worked 24½ days during April 1936 as per list of holidays already sent to you and we therefore request you to kindly have the Power Bills for both the Mills prepared on the basis of 24½ working - days for the month.

Sd/- N. S. Sirur,
General Manager.

"COPY"

COPY
By order)

C S Chidambaram
17/6

Head Clerk,
C. E. E's Office.

Copy of letter No.W.-094/39 dated 9th Feb 1939 from the Assoc. Engineers Bombay & Electric Supply Co. Ltd., to the Superintendent, Bombay Municipal Light Dept.

Sub: Power Consumption in Part 1939

Please be good enough to bring to your notice that the Power Consumption recorded by the Energy Meters installed on the premises of the undersigned during the month of January 1939 was as under:-

Connected Load - K. V. Amps.

Energy Consumption - K. V. A. Hours

Maximum Demand - K. V. A.

Power Factor

Kindly arrange to supply us with a certificate to the effect that the Power Mills for our premises have been working during the month of January 1939 and that the Energy Meters installed on the premises have been recording correctly.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 25th June 1936

No. D857-Law 231-35-2
Sec I

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Chief Electrical Engineer in Mysore,
Bangalore.

Sir,

With reference to your letter No.15207 dated 18th June 1936 soliciting opinion regarding the payment of the monthly charges for April 1936 by the Managing Age of the Minerva Mills, Bangalore, I am directed to forward herewith a copy of the legal opinion in the matter.

I have the honor to be,
Sir,
Your most obedient servant

pp
for General Secretary to Governme
15

S.R.2/Enc.1

Appendix F G—1]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

Date of issue 25.6.36

Signed by Mr. W. R. J.

(Confidential)

List of enclosures.....

Copied by .....

Examined by.....

Section Law

File No. 231-

Serial No. 2

No. P 8547/Sec 1

To The Ch. Sec. to Govt.

Sir,

With reference to your letter no. 15207 d. 18.6.36 soliciting opinion regarding the payment ~~with~~ ~~matters~~ of the arrears of monthly ~~pensions~~ for April 1936 by Charges to the Managers of the Minerva Mills Ltd. I am directed to forward herewith a copy of the legal opinion in the matter ~~and to request that necessary further action may be taken accordingly~~.

I have etc.

Sd/- [illegible]

24/6 for Sec. Govt.

JSD

WD 08601—GPR—30,000—23-9-35